

4. That the terms and condition of this Agreement shall apply to all flocks of broiler chickens placed by ConAgra with Grower. It is expressly understood and agreed that this Agreement shall be renewed only by ConAgra delivering chicks from time-to-time hereafter to Grower and Grower accepting delivery of same. Each party agrees to exercise its best effort to notify the other, in advance, of its intention to discontinue the project of raising broiler hereunder, but failure to give such notice shall not constitute a renewal of the Agreement.
5. That Grower is an independent contractor and is not to be considered in any way an employee of ConAgra and Grower shall be solely responsible for his/her own activities. Grower will be responsible for all of his/her own agents, employees and sub-contractors as to wages, Workers Compensation and unemployment insurance, any and all other normal and usual employer and employee expenses, and shall be responsible for all their actions during their employment with the grower.
6. ConAgra at its option may terminate this Agreement upon any sale, transfer or exchange of Grower's houses, whether by operation at law or sale unless expressly agreed to in writing by ConAgra. The Grower agrees that the Agreement is not transferrable or assignable without prior written consent of ConAgra.
7. Subject to the provision for arbitration as herein provided, Grower agrees to indemnify, defend, and hold ConAgra harmless against any and all claims, damages, (liabilities, losses, actions, and expenses, including reasonable attorney fees, on account of personal injury and/or property damage, including injury to any employee of or to any property of ConAgra) caused by or resulting from negligent acts or omissions of Grower or his agents, employee or sub-contractors in the performance of Grower's duties hereunder. Grower further agrees to indemnify, defend, and hold ConAgra harmless from and against any and all losses, claims, damages, actions, including Federal, State or Local administrative actions, rulings and all other actions of any nature whatsoever which are in any manner caused by or which results from the presence of the broilers on the premises of Grower, including, but not necessarily limited to matters involving emission complaints, disposal complaints, or pollution complaints. It being expressly understood and

Grower's Initials _____